

SOLICITATION/CONTRACT/ORDER FOR COMMERICAL ITEMS				1. REQUISITION NUMBER		PAGE 1 OF 25	
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W91GER-06-R-0013	
6. SOLICITATION ISSUE DATE		7. FOR SOLICITATION INFORMATION CALL:		a. NAME JIMMY RUSSELL, Contract Specialist		b. TELEPHONE NUMBER (No collect calls) 732-427-0566 x3081	
8. OFFER DUE DATE/LOCAL TIME 08JUL2006/7:00 PM(local)		9. ISSUED BY JOINT CONTRACTING COMMAND – IRAQ (JCC-I) MULTI-NATIONAL FORCES – IRAQ / PARC FORCES CAMP VICTORY, IRAQ APO AE 09342 Buyer: Jimmy Russell Email: jimmy.russell@iraq.centcom.mil		CODE W91GER		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUS <input type="checkbox"/> 8(A) NAICS: 561612 SIZE STANDARD: 10.5M	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. DELIVER TO CODE		16. ADMINISTERED BY SEE BLOCK 9		CODE W91GER	
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY DFAS-Rome DFAS-RO-FPT 325 Brooks Rd Rome, NY 13441-4527		CODE	
TELEPHONE NO.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUMMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES INTERNAL SECURITY OPERATIONS VICTORY BASE COMPLEX - IRAQ INDEFINITE DELIVERY, INDEFINITE QUANTITY FIRM FIXED PRICE (FFP) BY TASK ORDER SEE CONTINUATION PAGE (Use Reverse and/or Attach Additional Sheet as Necessary)			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. Addenda <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE OFFER <input type="checkbox"/> DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDES ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				CHRISTOPHER S. KAY, Capt, USAF			

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

33d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g.E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

37.CHECK NUMBER

☐ COMPLETE ☐ PARTIAL ☐ FINAL

40. PAID BY

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d.TOTAL CONTAINERS	
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SECTION 1 – SF 1449 CONTINUED**SCHEDULE OF SUPPLIES/SERVICES TO BE FURNISHED**

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QTY</u>	<u>UNIT OF ISSUE</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
0001	MOBILIZATION Provide all essential requirements necessary IAW attached SOW to ensure performance start date IAW task order. To be negotiated (as applicable) for each task order.		JB		
0002	INTERNAL SECURITY OPERATIONS: ECP Security Provide all labor, personnel, equipment, transportation, and other essential requirements to perform security services IAW the attached SOW and with the respective task order.		MO		
0003	INTERNAL SECURITY OPERATIONS: Tower Security Teams Provide all labor, personnel, equipment transportation, and other essential requirements to perform security services IAW the SOW				
0003AA	TOWER SECURITY TEAM		MO		
0003AB	TOWER SECURITY TEAM		MO		
0003AC	TOWER SECURITY TEAM		MO		
0003AD	TOWER SECURITY TEAM		MO		
0003AE	TOWER SECURITY TEAM		MO		
0004	INTERNAL SECURITY OPERATIONS: Escort/Facility Teams Provide all labor, personnel, equipment transportation, and other essential requirements to perform security services IAW the SOW				
0004AA	ESCORT/FACILITY TEAM		MO		
0004AB	ESCORT/FACILITY TEAM		MO		
0004AC	ESCORT/FACILITY TEAM		MO		
0004AD	ESCORT/FACILITY TEAM		MO		
0004AE	ESCORT/FACILITY TEAM		MO		

DELIVER TO: FOB DESTINATION

CONTRACT MINIMUM/MAXIMUM CONTRACT VALUE

The minimum contract value for all orders issued against this contract shall not be less than the contract value stated in the following table. The maximum contract value for all orders issued against this contract shall not exceed the maximum contract value stated in the following table.

MINIMUM AMOUNT	MAXIMUM AMOUNT
\$10,000,000.00	\$90,000,000.00

DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

The minimum quantity and order value for each Delivery Order issued shall not be less than the minimum order value stated in the following table. The maximum order value for each Delivery Order issued shall not exceed the maximum order value stated in the following table.

MINIMUM AMOUNT	MAXIMUM AMOUNT
\$100,000.00	\$45,000,000.00

SECTION 2 – CONTRACT CLAUSES

52.203-3 GRATUITIES (Apr 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative --

- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
- (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled --

- (1) To pursue the same remedies as in a breach of the contract; and
- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of Clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JUL 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (June 2003)(Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (Mar 1999) of 52.219-5.

___ (iii) Alternate II (June 2003) of 52.219-5.

___ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

___ (8) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2005)(15 U.S.C. 637 (d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

___ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Jul 2005)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

___ (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

___ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).

X (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

___ (22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (23) 52.225-1, Buy American Act—Supplies (June 2003)(41 U.S.C. 10a-10d).

___ (24) (i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Jan 2005)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (Jan 2005)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (26) 52.225-13, Restrictions on Certain Foreign Purchases (Mar 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).

___ (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000)(E.O. 12849).

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (30) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

___ (32) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

___ (33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

___ (35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003)(46 U.S.C. 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989)(41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000

(\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through 1 JULY 08 for the basic period. If the extension clause is invoked, orders may be placed through 31 DEC 08.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$100,000 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$20,000,000;

(2) Any order for a combination of items in excess of \$45,000,000; or

(3) A series of orders from the same ordering office within 14 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract 0 days after expiration of the ordering period.

(End of Clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within no fewer than thirty days prior to the expiration of the contract.

(End of Clause)

52-232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

<http://www.arnet.gov/far/>

(End of Clause)

ADDENDUM TO FAR CLAUSE 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

(a) This addendum incorporates contract clauses and solicitation provisions by reference with the same force and effect as if they were given in full text. See Clause 52.252-2 for information about where you can access the clauses electronically. Upon request, the Contracting Officer will make their full text available.

(b) The following FAR/DFARS contract clauses are hereby incorporated by reference in addition to those listed in the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS and the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS clauses:

<u>CONTRACT CLAUSE NUMBER</u>	<u>CLAUSE TITLE</u>
FAR 52.204-2	SECURITY REQUIREMENTS (AUG. 1996)
FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)
FAR 52.222-29	NOTIFICATION OF VISA DENIAL (JUNE 2003)
FAR 52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)
FAR 52.229-6	TAXES-FOREIGN FIXED PRICE CONTRACTS (JUN 2003)
FAR 52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
FAR 52.237-3	CONTINUITY OF SERVICES (JAN 1991)
DFARS 252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)
DFARS 252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
DFARS 252.222.7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)
DFARS 252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (JUN 2005)
DFARS 252.225-7033	WAIVER OF UNITED KINGDOM LEVIES (APR 2003)

DFARS 252.225-7041	CORRESPONDENCE IN ENGLISH (JUN 1997)
DFARS 252.228-7003	CAPTURE AND DETENTION (DEC 1991)
DFARS 252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS) (JUN 1997)
DFARS 252.232-7010	LEVIES ON CONTRACT PAYMENTS (SEP 2005)
DFARS 252.233-7001	CHOICE OF LAW (OVERSEAS) (JUN 1997)
DFARS 252.243-7001	PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
DFARS 252.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS), ALT I (APR 1984)

(End of Clause)

252.225-7040 CONTRACTOR PERSONNEL SUPPORTING A FORCE DEPLOYED OUTSIDE THE UNITED STATES (JUN 2005)

(a) *Definitions.* As used in this clause—

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

“Theater of operations” means an area defined by the combatant commander for the conduct or support of specified operations.

(b) *General.*

(1) This clause applies when contractor personnel deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in—

- (i) Contingency operations;
- (ii) Humanitarian or peacekeeping operations; or
- (iii) Other military operations or exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status. Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces.

(c) *Support.*

(1) The Combatant Commander will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations unless the terms of this contract place the responsibility with another party.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

- (1) United States, host country, and third country national laws;
- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Orders, directives, and instructions issued by the Combatant Commander relating to force protection, security, health, safety, or relations and interaction with local nationals.

(e) *Pre-deployment requirements.* The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. military forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

- (1) All required security and background checks are complete and acceptable.

(2) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(3) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center.

(4) Country and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(f) *Processing and departure points.* Deployed contractor personnel shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) *Personnel data list.*

(1) The Contractor shall establish and maintain with the designated Government official a current list of all contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. military forces as specified in paragraph (b)(1) of this clause. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate automated system(s) to use for this effort.

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) *Contractor personnel.*

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall—

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) *Military clothing and protective equipment.*

(1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective clothing.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.

(2) The Contractor shall ensure that its personnel who are authorized to carry weapons—

- (i) Are adequately trained;
- (ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
- (iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(3) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the theater of operations whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation.*

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(o) *Mortuary affairs.* Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. military forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in—

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or exercises designated by the Combatant Commander.

(End of Clause)

ADDENDUM TO FAR CLAUSE 252.225-7040, CONTRACTOR PERSONNEL SUPPORTING A FORCE DEPLOYED OUTSIDE THE UNITED STATES (JUN 2005)

Background checks shall include one or more of the following sources: Interpol, FBI, Country of Origin Criminal Records, Country of Origin US Embassy Information Request, CIA records, and/or any other records available within the contractor candidate's country of residence as appropriate.

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2005)

(a) *Definition.* "United States," as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall—

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from (Contracting Officer to insert applicable information cited in 225.7401).

(End of Clause)

SPECIAL REQUIREMENTS

PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS

All contractors ("contractors" herein below includes subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

Title 22, United States Code, Section 7102, defines "severe forms of trafficking in persons" as "the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery."

All contractors are reminded of the provisions of Title 22, United States Code, Section 7104(g), that requires the President of the United States to ensure that any contract entered into by a Federal department or agency with a contractor, shall include a condition authorizing the department or agency to terminate the contract, without penalty to the United States Government, if the contractor or any subcontractor (i) engages in severe forms of trafficking in persons, or (ii) uses forced labor in the performance of the contract.

BASED UPON THIS AUTHORITY, THIS CONTRACT MAY BE TERMINATED BY THE GOVERNMENT, WITHOUT PENALTY TO THE GOVERNMENT, IF THE CONTRACTOR, OR ANY OF ITS SUBCONTRACTORS AT ANY TIER, ENGAGES IN SEVERE FORMS OF TRAFFICKING IN PERSONS, OR, USES FORCED LABOR IN THE PERFORMANCE OF THE CONTRACT. "WITHOUT PENALTY" MEANS THAT THE CONTRACT MAY BE TERMINATED FOR DEFAULT/CAUSE. THIS PROVISION DOES NOT JUST APPLY TO CASES OF WITHHOLDING PASSPORTS, BUT TO ANY AND ALL FORMS OF HUMAN TRAFFICKING, PROPAGATION OF INHUMANE LIVING CONDITIONS, AND VIOLATION OF ANY OF THE PROVISIONS OF THIS SPECIAL CONTRACT REQUIREMENT. VIOLATION OF THESE PROVISIONS WILL ALSO SUBJECT OFFENDING CONTRACTORS TO SUSPENSION, DEBARMENT, AND BEING BANNED FROM GOVERNMENT INSTALLATIONS.

Discussion of particular laws and statutes does not relieve the contractor from complying with all applicable laws and statutes, whether mentioned in this contract or not, including all United States laws and regulations on severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor which may apply to its employees' conduct in the host nation, and those laws for which jurisdiction is established by the Military Extraterritorial Jurisdiction Act of 2000 (18 USC 3261-3267) and 18 USC 3271, Trafficking in Persons Offenses Committed by Persons Employed by or Accompanying the Federal Government Outside the United States.

Contractors are also required to comply with the following provisions:

1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language, that defines the terms of their employment/compensation.

3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.

4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable.

5) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements.

Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

(End of Clause)

REPORTING WEAPONS DISCHARGE

All Contractors in the Multi-National Forces-Iraq (MNF-I) theater of operations shall comply with and shall ensure that their personnel supporting MNF-I forces are familiar with and comply with all applicable orders, directives, and instructions issued by the MNF-I Commander relating to force protection and safety. Contractors shall provide an initial report of all weapons firing incidents to the Reconstruction Operations Center (ROC) as soon as practical based upon the situation and submit a written report to a ROC within 48 hours. The initial report will include the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. A follow-up, comprehensive written report of events surrounding the firing of weapons will be provided to the ROC within 96 hours. Reports shall be submitted to the ROC, Operations Section (or as otherwise directed): roc.ops@aegisiraq.com, DEN 318-239-4301, VOID 703-544-1370, MCI 914-822-5302, IRENA 07902-7762300, Thurman 8821621157354, and IMMERSSED 870764061257. Contractors will also provide first aid and request MEDEVAC of injured persons, and remain available for Coalition response forces based upon the situation. In the event contractor personnel are detained by US or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the Contractors name, the contract number, a POC in the Contractor management, and the phone number of the ROC.

(End of Clause)

SECTION 3 – CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment 1	Master Statement of Work – 31 May 2006
Attachment 2	RESERVED
Attachment 3	Task Order 0001, Scenario
Attachment 4	Past and Present Performance Survey – 18 November 2005
Attachment 5	US CENTCOM Rules for the Use of Force (RUF) Card & Acknowledgement
Attachment 6	Acknowledgement of Training, Responsibilities and Conditions for Authorization to Carry Weapons under Department of Defense Contract and Authorization from US CENTCOM
Attachment 7	DD Form 2760
Attachment 8	DA Form 88R
Attachment 9	DA Form 3595R
Attachment 10	Arming Requirements and Procedures for Private Security Company contracts in Iraq and Afghanistan

SECTION 4 – SOLICITATION PROVISIONS**Important Notes to Offerors:**

1. It is the intent of the Contracting Officer to award one Firm Fixed Price Indefinite Delivery, Indefinite Quantity Type contract. Performance shall be authorized only under Task Orders issued in accordance with the ordering clause of this contract.
2. Any offers received that do not meet the period of performance identified in the schedule may be rejected by the Government.
3. This is an Indefinite Quantity Indefinite Delivery (IDIQ). The guaranteed minimum for this requirement is \$10,000,000 and is applicable ONLY to the base period of performance. Funds will be obligated on individual Task Orders.
4. Contractor must obtain a business license from the Ministry of Trade (MOT) prior to commencing services. Contractor must submit a copy of their business license (or submitted application) to the Contracting Officer with their proposal.
5. Contractor must obtain an operating license (or a temporary operating license) from the Ministry of Interior prior to commencing business in Iraq. Contractor must submit a copy of their operating license to the Contracting Officer with their proposal.
6. Offerors are encouraged to pay specific attention to the Addendum to FAR Clause 52.212-1 – INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JAN 2005) and the Addendum to FAR Clause 52.212-2 EVALUATION – COMMERCIAL ITEMS (JAN 1999) when preparing proposals.
7. The successful offeror's proposal will be added as an attachment to the Statement of Work and incorporated into the contract.
8. Per FAR provision 52.237-1, the site visit is scheduled for Monday 26 Jun 06 at 1000 hours (local) at ECP 13. A 2-person limit per company restriction is established for contractors attending the site visit. Contractors will be responsible for providing the names of all site visit attendees for VBC access approval not-later-than 1201 hours (local), Thursday 22 June 06. Failure to provide names will preclude you from accessing the base for the site visit. Contractors are responsible for all travel arrangements.

52.212-1 Instructions to Offerors – Commercial Items (Jan 2005), Incorporated by Reference**ADDENDUM (in bold text)**

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(i) A technical proposal is required. The technical proposal is limited to 10 pages, and should address at a minimum, the technical factors outlined in 52.212-2 "Evaluation – Commercial Items."

(A) A page shall be an 8 1/2 X 11 sheet of paper. Two pages may be printed on one sheet of paper, but will count as two (2) pages. The type size will not be smaller than Microsoft Word, Times New Roman 10 point font, normal proportional spacing. Text lines will be single spaced. Any pages exceeding the 10 page limit will not be evaluated.

(B) Offerors should address both the master IDIQ and the task order scenario. Proposals should address the master IDIQ at a top-level using the task order scenario to provide specific examples of how the top level processes will be implemented.

(6) Price and any discount terms;

(i) Prices shall be proposed, by CLIN on the SF 1449 continuation sheet of the base contract. This is a Firm Fixed Price contract.

(7) "Remit to" address, if different than mailing address;

(i) Offerors are encouraged to submit proposals electronically via email, in lieu of, or in addition to, mailed submissions. Be advised that network connections in Iraq are prone to go down more regularly than elsewhere. It is the offeror's responsibility to ensure electronic submissions of proposals are received no later than the date and time stated in Block 8 of the SF 1449. Send electronic proposals to:

Christopher.kay@iraq.centcom.mil

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information);

(i) The contractor shall select three (3) of their most recent and relevant contracts, and forward Attachment 2 "Past Performance Questionnaire" (PPQ) to each of those organization's contracting and/or program management points of contact (POC). Once someone in that organization has completed the PPQ, they will in-turn submit the questionnaire directly to the Contracting Officer, (preferably by e-mail):

E-mail: Christopher.kay@iraq.centcom.mil

Joint Contracting Command – Iraq/Afghanistan
Attn: Christopher Kay, Capt, USAF
MNF-I / PARC Forces
Camp Victory, Iraq
APO AE 09342

(A) Any questionnaires received directly from the contractor will not be considered for evaluation purposes.

(B) The contractor shall provide a 1-page matrix identifying the following information for each of the three (3) PPQ's sent out. This matrix does not count as part of the 10-page Technical proposal.

- Organization / Customer
- Name of Contract
- Contract Number
- Telephone/E-mail of Organization / Customer POC

(ii) The contractor is required to submit past performance information required in 10(i)(B) and 10(iii) no later than 28 Jun 2006. Responses to questionnaires are due on 28 June 2006.

(iii) In addition, the contractor may submit other recent and relevant past performance information for further consideration. Include:

- Organization / Customer
- Service provided
- Contract Number
- Contract Dollar Value
- Period of Performance
- Telephone / E-mail of Contracting Officer
- Comments regarding compliance and performance with contract terms and conditions

(A) Past Performance information shall not exceed 5 pages, with the same restrictions as outlined in (b)(4)(i)(A) above. These 5 pages are in addition to, and are not included in the 10 page Technical proposal.

52.212-2 Evaluation -- Commercial Items (Jan 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- Factor 1: Technical Capability
 - Subfactor 1: Mobilization
 - Subfactor 2: Technical Approach
 - Subfactor 3: Personnel Management
- Factor 2: Past Performance
- Factor 3: Price

Technical Capability will be rated acceptable/not acceptable. Past Performance will be considered approximately equal to price. Subfactor 1, Subfactor 2, and Subfactor 3 under technical capability are approximately equal.

(1) Factor 1 – Technical Capability

Proposals will be evaluated against the requirements of the master IDIQ at a top-level and the specifics in the task order scenario. Proposals will be evaluated either acceptable or not acceptable.

(i) Subfactor 1: Mobilization

(A) Offeror's proposal will be evaluated for its demonstration of an efficient and effective process and schedule to arrive in theater and begin performance in accordance with the schedule at the designated location. This will include demonstrating the ability to recruit, train, and properly equip their workforce for work in theatre.

(ii) Subfactor 2: Technical Approach

- (A) Offeror's proposal will be evaluated for its demonstration of a sound understanding of the SOW.
- (B) Offeror's proposal will be evaluated for its demonstration of an efficient and effective process to ensure logistical support is sufficient.
- (C) Offeror's proposal will be evaluated for its demonstration of a sound understanding of the processes and deliverables required for performance of the SOW.
- (D) Offeror's proposal will be evaluated for its demonstration of an efficient and effective quality control program

(iii) Subfactor 3: Personnel Management

- (A) Offeror's proposal will be evaluated for its demonstration of a sound organizational structure such that all the requirements in the SOW can be met.
- (B) Offeror's proposal will be evaluated for its demonstration of an efficient and effective training program for the employees.
- (C) Offeror's proposal will be evaluated for its demonstration of a sound understanding of the quality and quantity of personnel proposed to meet SOW requirements

(2) Factor 2 – Past Performance

(i) Past performance will be evaluated per the Performance Confidence Assessment table below and the offeror will receive one overall rating. Offerors lacking relevant performance history or for whom no information is available will not be evaluated favorably or unfavorably on this factor. They shall receive a neutral rating.

Performance Confidence Assessment	
Rating	Description
High Confidence	Based on the offeror's performance record, the government has high confidence the offeror will successfully perform the required effort
Confidence	Based on the offeror's performance record, the government has confidence the offeror will successfully perform the required effort. Normal contractor emphasis should preclude any problems
No Confidence	Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort

(ii) The Past Performance determination represents the evaluation of an offeror's present and past work record to assess the Government's confidence in the offeror's probability of successfully performing as proposed. The Government will evaluate the offeror's demonstrated record of contract compliance in supplying products and services that meet user's needs, including cost and schedule. Each recent contract shall have been performed during the past 3 years from the date of issuance of this solicitation. Each relevant contract shall be considered similar in complexity and dollar value of the proposed effort.

(iii) The evaluation of offeror's past performance may take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors/teaming partners/joint venture partners proposed to contribute more than 20% of the overall effort.

(iv) Offerors are cautioned to submit sufficient information and in the format specified in the Addendum to 52.212-1. The contracting officer shall seek past performance history based on

- (1) the references provided by the offeror; and
- (2) data independently obtained from other Government and commercial sources.

(v) Offerors may be asked to clarify certain aspects of their proposal (for example, the relevance of past performance information) or respond to adverse past performance information to which the offeror has not previously had an opportunity to respond. Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comments received from sources without a formal rating system. Communication conducted to resolve minor or clerical errors will not constitute discussions and the contracting officer reserves the right to award a contract without the opportunity for proposal revision.

(vi) Past performance information will be considered relevant if the effort is similar in magnitude of effort and complexities as required by the attached SOW.

(3) **Factor 3 – Price:** The offeror's proposed price will be evaluated, using one or more of the techniques defined in FAR 15.404-1(b), in order to determine if it is fair and reasonable.

(4) **Performance-Price Tradeoff (PPT) Procedure:** The Government will use the following PPT procedure in awarding this requirement.

- Remove from further consideration for award, those offerors whose proposals are not in compliance with the solicitation requirements and/or Terms and Conditions, as per paragraph (a)(5)
- Evaluate offeror's technical proposal per paragraph (a)(1) and those offerors whose proposals are found not acceptable will be removed from further consideration for award
- Evaluate offeror's past performance proposal and assign ratings per paragraph (a)(2)
- Conduct discussions, if necessary per paragraph (a)(6)
- Evaluate past performance ratings in relation to the proposed price
- Select offeror whose technical, past performance, and price as specified in paragraph (a) offers the best value to the Government

(5) **Solicitation Requirements and Terms & Conditions:** Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, in addition to those identified factors to be eligible for award. Failure to comply with terms and conditions of the solicitation may result in the offeror being removed from consideration for award. Any exceptions to the solicitation's terms and conditions must be fully explained and justified.

(6) **Discussions:** To maximize the Government's ability to obtain best value, based on the requirement and the evaluation factors set forth in this RFP, it may be necessary to conduct discussions. If discussions are necessary due to perceived weaknesses or other issues, which must be addressed before award, they will be conducted with only those offerors determined to be within the competitive range. Discussions may be conducted either orally or in writing. The scope and extent of discussions are a matter of contracting officer judgment. Offerors may be restricted to a short turnaround (i.e., less than 24 hours) in responding to the contracting officer during any discussions. The Government reserves the right to award without discussions. The Government may make a final determination as to whether the offeror's proposal is acceptable or unacceptable solely on the basis of the initial proposal as submitted. Accordingly, offerors are advised to submit initial proposals which are fully and clearly acceptable without additional information.

(7) **Final Proposal Revisions:** If discussions are conducted, final proposal revisions will be required in determining the award of the contract resulting from this RFP. However, the Government reserves the right to award a contract without discussions or opportunity for proposal revisions, in which case, final proposal revisions will not be required. Offerors are advised that unsupported final proposal revisions may be penalized in the overall proposal evaluation, and an otherwise acceptable proposal may later be determined unacceptable for award.

(8) **Correction Potential of Proposals:** The Government will consider throughout the evaluation, the "correction potential" of any deficiency or proposal inadequacy. The judgment of such "correction potential" is within the sole discretion of the Government. If an aspect of an offeror's proposal not meeting the Government's requirements is not considered correctable, the offeror may be eliminated from the competitive range. For a proposal to result in an awardable contract, the proposal must at least meet all technical requirements, conform to all required terms and conditions, and include all required certifications. Offerors are required to meet RFP requirements in addition to those identified as evaluation criteria to be eligible for award.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (MAR 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) *Taxpayer Identification Number (TIN)*.

* TIN: _____.

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* Offeror is an agency or instrumentality of a foreign government;

* Offeror is an agency or instrumentality of the Federal Government;

(4) *Type of organization*.

* Sole proprietorship;

* Partnership;

* Corporate entity (not tax-exempt);

* Corporate entity (tax-exempt);

* Government entity (Federal, State, or local);

* Foreign government;

* International organization per 26 CFR 1.6049-4;

* Other _____.

(5) *Common parent*.

* Offeror is not owned or controlled by a common parent:

* Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it * is, * is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it * is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it * is, * is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns*, or FAR 52.219-25, *Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting*, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It * is, * is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small

Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It *has, * has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It * is, * is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) If * is, * not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246 --*

(1) Previous contracts and compliance. The offeror represents that --

(i) It * has, * has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It * has, * has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It * has developed and has on file, * has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It * has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) **Buy American Act Certificate.** (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."

(2) Foreign End Products:

[illegible]

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
---------------	-------------------

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
---------------	-------------------

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (Jan 2004).* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (Jan 2004).* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:
----------------	--------------------

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.
Other End Products

Line Item No.:

Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) * Are, * are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) * Have, * have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) * Are, * are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product

Listed Countries of Origin:

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certification electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of

this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. [Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated into his offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(End of Provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

CHRISTOPHER S. KAY, Capt, USAF
Contracting Officer
MNF-I JCC-I/A PARC-Forces
Camp Victory, Iraq
APO AE 09342

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of Provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these addresses:

<http://farsite.hill.af.mil/>
<http://www.arnet.gov/far/>

(End of Provision)

ADDENDUM TO FAR CLAUSE 52.252-1, PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

<u>PROVISION</u>	<u>PROVISION TITLE</u>
DFARS 252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)
DFARS 252.225-7032	WAIVER OF UNITED KINGDOM LEVIES-EVALUATION OF OFFERORS (APR 2003)
DFARS 252.225-7042	AUTHORIZATION TO PERFORM (APR 2003)

(End of Provision)

252.212-7000 Offeror Representations and Certifications--Commercial Items (JUN 2005)

(a) *Definitions.* As used in this clause—

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States" means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign

establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification*. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it—

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) *Representation of Extent of Transportation by Sea*. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it—

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of Provision)

LOCAL PROVISIONS

PROJECTED IRAQI AND THIRD COUNTRY NATIONAL (TCN) EMPLOYMENT

Offerors are required to identify, as outlined below, the total projected number of Iraqis and TCNs that will be directly employed in the performance of this contract. Employment is the total number of Iraqi or TCN persons expected to be on the payroll (contractors and subcontractors at all tiers) employed full or part time receiving pay during the life of the contract. TCNs are defined as individuals who are citizens of a country other than Iraq or a Coalition country.

Is your company an Iraqi-owned Company: Yes___No___. If yes, the % of Iraqi ownership is _____:

Total Iraqi's Employed: **Total TCNs Employed:** **Value of Subcontracts:**

*Iraqi: Males*_____. *TCN: Males* _____. *Iraqi:* \$ _____

*Iraqi: Females*_____. *TCN Females* _____. *Other:* \$ _____

Total: _____. *Total:*_____.

Local National participation:

Percentage _____%

or

_____ of _____ employees

(End of provision)

**VICTORY BASE COMPLEX SECURITY
STATEMENT OF WORK (SOW)
31 May 2006**

1. DESCRIPTION OF SERVICES: The contractor is required to provide all labor, weapons, equipment, and other essential requirements to supplement and augment security operations at Victory Base Complex (VBC). The objective is to maintain a high level of security at selected entry control points and perimeter security operations. The tasks will be accomplished by providing internal operations at entry control points, manning perimeter towers, securing selected facilities, providing armed escorts for local national laborers, and maintaining a liaison cell at Area Defense Operations Centers (ADOC) and the Base Defense Operations Center (BDOC). Under no conditions are contract security forces involved in offensive operations. The contractor shall enforce VBC security rules and regulations regarding authorized access to VBC, including internal check points. Contract security forces, under the direction, guidance and responsibility of the contractor's security force management team (see para 2.1), are responsible for and are required to perform the selected necessary security functions at VBC. These functions are necessary to prevent unauthorized access to US military facilities at VBC. Senior staff representatives shall report to VBC after contract award to attend an initial in-brief with senior leaders of the VBC Base Defense Operations Center (BDOC) in order to begin the orientation process.

1.1. Contractor responsibilities include:

- 1.1.1. Contractor shall provide management/administrative oversight of designated (in this SOW) security functions and personnel
- 1.1.2. Contractor shall repel and control any unlawful or destructive activity directed towards the VBC
- 1.1.3. Contractor shall contact ADOCs to request Coalition forces support for any threats to VBC facilities and personnel
- 1.1.4. Contractor shall provide a security management team to coordinate command and control with coalition forces while communicating coalition force directives to contractor personnel
- 1.1.5. Contractor shall provide security advisors and planners within the security management team to facilitate and coordinate with the VBC BDOC for implementation of security requirements and contingency plans to protect personnel, equipment, fixtures and real property on VBC
- 1.1.6. The contractor shall develop and train on emergency systems to handle security situations that could occur while protecting VBC

- 1.1.7. Entry Control Point (ECP) operations to include (location dependent): searching vehicles and personnel entering and leaving VBC to ensure only authorized personnel gain access (coalition forces will provide command and control oversight for perimeter ECPs, and equipment necessary to conduct vehicle and personnel searches, such as Backscatter X-ray, IMVACIS and military dogs), to deny the introduction of contraband, and to prevent theft
- 1.1.8. Develop and refine Tactics, Techniques and Procedures (TTPs) for contractor security operations in accordance with existing VBC defense standard operating procedures (TTPs must be submitted to the VBC BDOC for approval prior to implementation)
- 1.1.9. Provide a list of all weapons and equipment to be utilized by contractor personnel in performance of this contract.
- 1.1.10. Provide an ammunition list of all contractor ordinance, its location, and method of security
- 1.2. Technical Standards: All security and ECP operations will be conducted in accordance with the standards defined during the transition period by the VBC BDOC Security Force. During the transition period, any adjustments made to the Coalition's existing practices and procedures will be coordinated through the Contracting Officer Representative (COR) for final approval and continued or discontinued use.
- 1.3. Locations/Structures: Structures and areas where contractor security duties will be performed are listed below. All stations must be manned twenty-four hours a day.
 - 1.3.1. ECP2, ECP 3, ECP4 and 4A, ECP5 and 5A, ECP 7, ECP 8, ECP 9, and ECP 13 (ECPs 2, 4, and 13 require an adequate number of female guards to perform searches of females)
 - 1.3.2. Select towers associated with perimeter security
 - 1.3.3. Provide armed guards for local national (LN) worker escorts throughout VBC
 - 1.3.4. Provide armed guards for selected facilities on Camps Liberty, Victory, Slayer, and Striker
 - 1.3.5. BDOC Liaison (personnel must have a Coalition SECRET clearance)
 - 1.3.6. ADOC Liaisons at Camps Liberty, Victory, and, Slayer (personnel must have a Coalition SECRET clearance).
- 1.4. Duty Hours: The contractor shall provide designated security operations 24 hours/day, 7 days/week for the duration of the contract.
- 1.5. Weapons: The standard weapons for security operations are 5.56mm small arms such as the M9, Glock-17 or Glock-19 pistols, M16, M4, M249, and 12-gauge shotgun. Crew-served weapons in 7.62mm, such as the M240B or equivalent, will be utilized for tower security operations. Equivalent weapons may be authorized on a case-by-case basis. Submit requests to the Contracting Officer.

- 1.6. Equipment: Contractor shall provide equipment necessary to perform security operations. This should include vehicle adequate to transport tower relief personnel in all road conditions and equipment necessary to conduct tower observation such as NVGs, binoculars, etc.
- 1.7. Training: The Contractor is responsible for training, certification (and re-certification, as required) of their personnel in weapons proficiency, vehicle search techniques, first aid, emergency response procedures and any other security procedures required in the SOW. The Government retains the right to inspect and validate the contractor's training.
- 1.8. In conjunction with the above stated training requirements, contractor needs to be familiar with the requirements for submitting for and gaining arming authorization approval from MNC-I.
- 1.9. Briefings / Reports: The contractor is required to attend regularly scheduled and specially called briefings or meetings as directed by the BDOC/ADOC. The reporting structure and chain of command will be defined during the transition period and will be established before the partial TOA occurs. Reports will be provided to the VBC BDOC with specific recommendations for security improvements. The contractor will submit the following reports:
 - 1.9.1. Daily Security Status Update
 - 1.9.2. Unusual incident reports
 - 1.9.3. Commander's Critical Information Requirements (CCIR) reports, as defined by the VBC BDOC
- 1.10. Language: All contractor personnel must be fluent in English so that timely and detailed situation reports can be provided to US personnel. Contractor personnel must also be familiar with the local geographical area and local customs. The Government will ensure an interpreter (Arabic/English) is in the ECP at all times for assisting ECPs.

2. FUNCTIONAL REQUIREMENTS: The following functions are required in the performance of this SOW:

- 2.1. Security Force Senior Management Function
- 2.2. Responsibilities
 - 2.2.1. VBC security at designated locations
 - 2.2.2. Accountable for all personnel employed by the contractor.
 - 2.2.3. Accountable for all contractor property and government furnished equipment (GFE) used in the performance of this statement of work
 - 2.2.4. Acts as the primary point of contact (POC) between security operations and the VBC Base Defense Commander

- 2.2.5. Facilitates effective communications between contract security operations and Coalition Forces conducting base defense operations
- 2.2.6. Coordinates with the COR to resolve reported performance-related deficiencies regarding contractor operations
- 2.2.7. Ensures contractor living conditions are maintained at a reasonable level of safety, protection, and comfort that is comparable, but does not exceed, standards for US Soldiers as specified in the CENTCOM Sand Book Standard
- 2.2.8. Coordinates administrative and operational functions
- 2.2.9. Prepares operations and management reports as required
- 2.2.10. Supervises, administers and manages the contracted VBC security operation
- 2.2.11. Ensures adequate staffing levels are maintained
- 2.2.12. Communicates the security operations vision, purpose and direction to the contractor personnel
- 2.2.13. Enforces discipline and standards
- 2.2.14. Disciplining all contractor personnel as required
- 2.2.15. Addressing and resolving employee issues
- 2.2.16. Oversees all life support functions of the Contractor's security force on VBC.
- 2.2.17. Responsible to ensure all security posts are properly staffed as required by the contract
- 2.2.18. Inspection of posts to ensure effective security coverage
- 2.2.19. Investigation of incidents
- 2.2.20. Implementing and communicating post and general orders
- 2.2.21. Training of employees to insure that security operation methods and certifications are current in the following:
 - 2.2.21.1. Professional Ethics and Standards
 - 2.2.21.2. Improvised Explosive Devices (IED) & Bomb Procedures
 - 2.2.21.3. Annual Firearms qualification and Re-qualification Course (for all types of weapons used)
 - 2.2.21.4. Defense Tactics Instruction

2.3. BDOC/ADOC Liaison and Operations

- 2.3.1. Functional Responsibilities
 - 2.3.1.1. Maintain a 24-hour command and control function in each Operation Center (one BDOC, three ADOCs)

- 2.3.1.2. Subject Matter Expert (SME) for contract personnel operating ECPs and Towers within the Operation Center area of responsibility
- 2.3.1.3. Attends all Battle Updates and meetings as directed by the Operations Center Commander
- 2.3.1.4. Coalition Secret Clearance required for all personnel working in Operations Centers
- 2.3.1.5. Provides clear, concise situational and operational awareness to the ADOC
- 2.3.1.6. Prepares management and operational reports as necessary.

2.4. ECP Functions

2.4.1. Responsibilities

- 2.4.1.1. Ensure all security posts are properly staffed as required by the contract
- 2.4.1.2. Organize and maintain shift staffing requirements
- 2.4.1.3. Conduct a pre-shift brief and ensure that a proper relief occurs at every post
- 2.4.1.4. Report all security breaches or unusual incidents to the ADOC in a timely manner
- 2.4.1.5. Inspect posts to ensure effective security coverage
- 2.4.1.6. Investigate incidents
- 2.4.1.7. Enforce post and general orders
- 2.4.1.8. Ensure that the required level of security is maintained at all times, and that all requirements for the contract security personnel are completed and performed with in acceptable standards
- 2.4.1.9. Deter, detect, assess, delay and respond to threats through static surveillance, observations from towers, and escort duties at a minimum
- 2.4.1.10. Check personal identifications at entrance control points
- 2.4.1.11. Check authorized visitors and worker's badges
- 2.4.1.12. Conduct physical searches of individuals and vehicles
- 2.4.1.13. Provide not more than 50% of the tier 1 manning for external ECPs. US Forces will retain tier 1 oversight responsibilities and at no time will there be less than two US Forces on tier 1 at any given time.
- 2.4.1.14. Maintain a professional bearing and appearance at all times
- 2.4.1.15. Adhere to the US CENTCOM and VBC Base Defense Rules for the Use of Force (RUF)

2.5. Perimeter Tower Guard Functions

- 2.5.1.1. Provide for a Tower Guard Team(s) of 30 personnel each consisting of 28 guards and 2 supervisors (Sergeants of the Guard – SOGs). This Tower Guard Team should be capable of staffing at least seven (7) towers 24 hours per day (two 12 hour shifts of two guards per tower) with necessary supervisory and logistical support from the SOGs.
- 2.5.1.2. Ensure towers are properly staffed
- 2.5.1.3. Maintain constant surveillance of responsible sector and report all security breaches, observed activity, or unusual incidents to the ADOC or SOG as required
- 2.5.1.4. Maintain an alert state of readiness and be prepared to properly respond to any situation that may occur
- 2.5.1.5. Obtain and maintain training and qualification on specific equipment (GFE) and crew-served weapons (7.62mm) required for tower operations
- 2.5.1.6. Maintain a professional bearing and appearance at all times
- 2.5.1.7. Adhere to US CENTCOM and VBC Base Defense Rules for the Use of Force (RUF)

2.6. Escort and Facility Guard Functions

- 2.6.1. Provide for an Escort/Facility Guard Team(s) of 30 personnel each consisting of 29 guards and one supervisor. This Escort/Facility Team should be capable of escorting up to 290 local national workers (LN to guard ratio of not more than 10:1) or the ability to secure at least two select facilities for a minimum of 12 hours
- 2.6.2. Escort, observe, and secure local national workers while on VBC.
- 2.6.3. Guard to LN ratio will be not more than 10 workers to one guard
- 2.6.4. Maintain constant surveillance of assigned LNs and report any suspicious activity, violations of VBC policies, or missing workers to ADOC LNO's
- 2.6.5. LNs are required to be escorted from time they are cleared through an ECP until they are released to exit an ECP
 - 2.6.5.1. Secure identified facilities and manage or control access
 - 2.6.5.2. Check personal identifications at entrance control points
 - 2.6.5.3. Check authorized visitors and worker's badges
- 2.6.6. Deter unauthorized entry
 - 2.6.6.1. Maintain an alert state of readiness and be prepared to properly respond to any situation that may occur
 - 2.6.6.2. Maintain a professional bearing and appearance at all times

2.6.6.3. Adhere to US CENTCOM and VBC Base Defense Rules for the Use of Force (RUF)

3.0 FURNISHED PROPERTY AND SERVICES

- 3.1 First responder support will be provided by Military Police and VBC Fire Department
- 3.2 At least half of the front-line security at all external ECPs (forward of contract security personnel)
- 3.3 K9 dog search teams at ECPs
- 3.4 Fuel
- 3.5 Dining Facilities (as determined by Base Commander)
- 3.6 Bottled Water
- 3.7 Living quarters at the same standard as those provided to all other Government personnel and in accordance with theater guidelines and local camp facilities. In the short term, that may be tents for sleeping arrangements and shower facilities, and porta-toilets. As base improvements continue, contractor personnel will be moved to improved living conditions when available, and at the discretion of the Base Commander. Quarters may be a combination of tents and dry trailers.
- 3.8 Computer for BDOC and ADOC LNOs
- 3.9 Blocking vehicles at ECPs 1A, 2, 3, 5, and 8
- 3.10 Equipment required to staff towers, that may include: Thermal Sights, Commercial Spotting Scopes, Environmental Control Units, Pyrotechnics (flares, smoke) and other equipment if it is deemed necessary to conduct security mission and may not be available by the contractor,

4.0 ADDITIONAL REQUIREMENTS:

- 4.1 Uniforms. Security personnel uniforms will be neat and orderly in appearance and readily identify employees as TPC contract security force personnel. Uniforms will be clearly distinguishable from Coalition Military Uniforms. Battle Dress Uniforms (BDUs), Desert Combat Uniforms (DCUs), and Advanced Combat Uniforms (ACUs) are not authorized for contract security force personnel
- 4.2 Communications. The Contractor is responsible for supplying radios. Channels and utilization will be directed by the Government to ensure non-interference with military operations.
- 4.3 Contractors must set up a method to log and account for fuel usage.
- 4.4 All contractor personnel must have prior military experience with an honorable discharge or equivalent, no criminal record and no record of alleged or confirmed human rights abuses.
- 4.5 Contract security personnel will be armed only when on duty and must carry on their persons, proper carry permits IAW Iraqi Ministry of Interior (MOI) contemporary law and consistent with Coalition Provisional Authority (CPA) Order Nos. 3 (Revised) (Amended) and CPA Memo No. 17. Contractor

and subcontractors at any tier will not authorize or allow any employee to carry weapons until US Central Command authorizes carrying of weapons and ammunition.

- 4.6 Contractors will provide first aid and request MEDEVAC (through ADOC/BDOC liaison or other most expedient method available) of injured persons, and remain available for Coalition response forces based upon the situation.
- 4.7 Security Guard employee candidates shall not include Iraqi citizens with human rights violations, and/or those that are known to have been associated with insurgent activities.
- 4.8 All personnel performing on this contract must be eligible for, and be issued, a non-escort access badge. In accordance with MNF-I Access Control Policy (Annex G to MNFI Memo 11-1), high threat personnel such as Third Country Nationals (TCNs) from the "State Sponsors of Terrorism List" (Sudan, Syria, Libya, Iran, Cuba and North Korea) must be screened prior to being issued an access badge. Furthermore, the BDOC Commander or equivalent has the authority to deny access to any individual from a country on the "State Sponsor of Terrorism" list. When making a decision, the BDOC Commander will take into consideration the background of the individual TCN and the potential threat posed by that individual.
- 4.9 Mobilization: The contractor shall take no longer than 45 days to effectively mobilize and prepared to execute the contract.
- 4.10 Demobilization. The contractor shall demobilize upon expiration of the contract.

SOLICITATION/CONTRACT/ORDER FOR COMMERICAL ITEMS				1.REQUISITION NUMBER		PAGE 1 OF 2					
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30											
2.CONTRACT NO.		3.AWARD/EFFECTIVE DATE		4.ORDER NUMBER		5.SOLICITATION NUMBER					
				0001		W91GER-06-R-0013					
7.FOR SOLICITATION INFORMATION CALL:		a.NAME			b.TELEPHONE NUMBER (No collect calls)		8.OFFER DUE DATE/ LOCAL TIME				
		Jimmy Russell, Contract Specialist			732-427-0566 x3081						
9.ISSUED BY		CODE	W91GER		10.THIS ACQUISITION IS		11.DELIVERY FOR FOB				
JOINT CONTRACTING COMMAND – IRAQ (JCC-I/A) MULTI-NATIONAL FORCES – IRAQ / PARC FORCES CAMP VICTORY, IRAQ APO AE 09342 Buyer: Jimmy Russell Email: jimmy.russell@iraq.centcom.mil				<input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUS <input type="checkbox"/> 8 (A) NAICS: 561612 SIZE STANDARD:		11.DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE					
								12.DISCOUNT TERMS			
										13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS(15 CFR 700)	
										13b. RATING	
CODE:						14.METHOD OF SOLICITATION					
						<input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP					
15.DELIVER TO		CODE	16.ADMINISTERED BY				CODE				
See Schedule			SEE BLOCK 9				W91GER				
17a.CONTRACTOR/ OFFEROR		CODE	FACILITY CODE		18a.PAYMENT WILL BE MADE BY		CODE				
					DFAS-Rome DFAS-RO-FPT 325 Brooks Rd Rome, NY 13441-4527 800-553-0527		S09076				
TELEPHONE NO.				18b.SUMMIT INVOICES TO ADDRESS SHOWN IN BLOCOK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER											
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT				
	INTERNAL SECURITY OPERATIONS Victory Base Complex - IRAQ FIRM FIXED PRICE (FFP) (IAW Base ID/IQ Contract) SEE REVERSE <i>(Use Reverse and/or Attach Additional Sheet as Necessary)</i>										
25.ACCOUNTING AND APPROPRIATION DATA					26.TOTAL AWARD AMOUNT (For Govt. Use Only)						
<input type="checkbox"/> 27a.SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> 27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					29.AWARD OF CONTRACT: REFERENCE OFFER <input type="checkbox"/> DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDES ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:						
30a.SIGNATURE OF OFFEROR/CONTRACTOR					31a.UNITED STATES OF AMERICA(SIGNATURE OF CONTRACTING OFFICER)						
30b.NAME AND TITLE OF SIGNER (Type or Print)		30c.DATE SIGNED		31b.NAME OF CONTRACTING OFFICER (Type or print)		31c.DATE SIGNED					
				CHRISTOPHER S. KAY, Capt, USAF							

SECTION 1 – SF 1449 CONTINUED**SCHEDULE OF SUPPLIES/SERVICES TO BE FURNISHED**

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QTY</u>	<u>UNIT OF ISSUE</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
0001	MOBILIZATION Provide all essential requirements necessary IAW attached SOW to ensure performance start date of DD MMM YYYY	1	JB		
0002	INTERNAL SECURITY OPERATIONS: ECP Security Provide all labor, personnel, equipment, transportation, and other essential requirements to perform security services IAW attachments 1 and 2 of the base contract.	10	MO		
0003	INTERNAL SECURITY OPERATIONS: Tower Security Teams Provide all labor, personnel, equipment transportation, and other essential requirements to perform security services IAW attachments 1 and 2 of the base contract.				
0003AA	TOWER SECURITY TEAM	10	MO		
0003AB	TOWER SECURITY TEAM	10	MO		
0003AC	TOWER SECURITY TEAM	10	MO		
0003AD	TOWER SECURITY TEAM	10	MO		
0004	INTERNAL SECURITY OPERATIONS: Escort/Facility Teams Provide all labor, personnel, equipment transportation, and other essential requirements to perform security services IAW attachments 1 and 2 of the base contract.				
0004AA	ESCORT/FACILITY TEAM	10	MO		
0004AB	ESCORT/FACILITY TEAM	10	MO		

DELIVER TO: FOB DESTINATION

Items to be included in this task order:

- Security will be subordinate to Victory Mayor Cell or appointed delegate.
- Security will maintain the ability for self-protection and use of non-lethal means to detain individuals as necessary until Force Protection personnel arrive.
- Security will adhere to MEF, MNF-I, and USCENCOM policies and procedures.
- Government reserves the right to change requirements during surge operations or changes to security requirements.
- Contractor must be able to accommodate for situations such as sickness and leaves.



JOINT CONTRACTING COMMAND-IRAQ/AFGHANISTAN
PARC-FORCES
BAGHDAD, IRAQ
APO AE 09342



19 June 2006

MEMORANDUM FOR PROSPECTIVE EVALUATORS

FROM: Joint Contracting Command – Iraq/Afghanistan (JCC-I/A)
MNF-I, PARC-Forces
Camp Victory, Iraq
APO AE 09342

SUBJECT: Solicitation W91GER-06-R-0013, VBC Internal Security IDIQ,
Past and Present Performance Survey

1. Joint Contracting Command – Iraq/Afghanistan (JCC-I/A) is conducting a proposal evaluation for subject solicitation, to include a past performance evaluation. Due to the tight timeline, we have instructed interested offerors to forward this attachment directly to organizations with whom they have done, or are doing business with.
 2. The person most knowledgeable of the contractor's day-to-day operations and overall performance should complete the survey. However, that individual is encouraged to supplement their knowledge with the judgment of others in the organization.
 3. Please complete the questionnaire as thoroughly as possible. We also encourage the evaluator to provide comments that capture the contractor's performance that may not otherwise be evident from the questions asked.
 4. Request you complete and return the questionnaire as soon as possible, but no later than 28 June 2006. Due to the urgency, request a scanned copy be emailed to:

Christopher.kay@iraq.centcom.mil
- In addition, please mail the completed response to the address above.
5. Please email me if you have any questions. Thank you for your participation.

//signed/csk/6 June 06//
CHRISTOPHER S. KAY, Capt, USAF
Contracting Officer

PAST PERFORMANCE QUESTIONNAIRE

PART A: Contractor Information

- A. Contractor's name: _____
- B. Point of Contact: _____
- C. Contract number: _____
- D. Project Title / and Location: _____

- E. Contract Type: _____
- F. Project Award Date: _____
- G. Project Award Amount: _____

PART B: Respondent Information

EVALUATED BY:

(Signature)

(Date)

(Typed or Printed Name)

Address: _____

(Title)

Phone Number: (____) _____

PART C: Respondent Evaluation Information

← Less Favorable					More Favorable →
Unsatisfactory Performance	Marginal Performance	Satisfactory Performance	Very Good Performance	Exceptional Performance	

Evaluation Areas (Mark X appropriately based on the scale described above, Write an N for Neutral rating on that question)

THE CONTRACTOR:		
1	Provided experienced managers and supervisors with the technical and administrative abilities needed to meet contract requirements	<div style="display: flex; justify-content: space-between;"> Unsatisfactory Exceptional </div> <div style="text-align: center; margin-top: 5px;"> </div>
2	Demonstrated ability to hire, maintain, and replace if necessary, qualified personnel during the contract period	<div style="display: flex; justify-content: space-between;"> Unsatisfactory Exceptional </div> <div style="text-align: center; margin-top: 5px;"> </div>
3	Delegated authority to project managers and supervisors commensurate with contract requirements	<div style="display: flex; justify-content: space-between;"> Unsatisfactory Exceptional </div> <div style="text-align: center; margin-top: 5px;"> </div>
4	Home office participated in solving significant local problems	<div style="display: flex; justify-content: space-between;"> Unsatisfactory Exceptional </div> <div style="text-align: center; margin-top: 5px;"> </div>
5	Followed approved quality control, training / certification, and other plans as appropriate	<div style="display: flex; justify-content: space-between;"> Unsatisfactory Exceptional </div> <div style="text-align: center; margin-top: 5px;"> </div>
6	Provided effective quality control and / or inspection procedures to meet contract requirements	<div style="display: flex; justify-content: space-between;"> Unsatisfactory Exceptional </div> <div style="text-align: center; margin-top: 5px;"> </div>
7	Corrected deficiencies in a timely manner	<div style="display: flex; justify-content: space-between;"> Unsatisfactory Exceptional </div> <div style="text-align: center; margin-top: 5px;"> </div>
8	Provided timely resolution of contract discrepancies	<div style="display: flex; justify-content: space-between;"> Unsatisfactory Exceptional </div> <div style="text-align: center; margin-top: 5px;"> </div>
9	Identified risks / problems as they occurred	<div style="display: flex; justify-content: space-between;"> Unsatisfactory Exceptional </div> <div style="text-align: center; margin-top: 5px;"> </div>
10	Suggested alternative approaches to problems	<div style="display: flex; justify-content: space-between;"> Unsatisfactory Exceptional </div> <div style="text-align: center; margin-top: 5px;"> </div>
11	Displayed initiative to solve problems	<div style="display: flex; justify-content: space-between;"> Unsatisfactory Exceptional </div> <div style="text-align: center; margin-top: 5px;"> </div>
12	Developed realistic schedules to include mobilization of work force prior to performance if required	<div style="display: flex; justify-content: space-between;"> Unsatisfactory Exceptional </div> <div style="text-align: center; margin-top: 5px;"> </div>

13	Met established project schedules	<div> <div>Unsatisfactory</div> <div>Exceptional</div> <div></div> </div>
14	Was responsive to contract changes	<div> <div>Unsatisfactory</div> <div>Exceptional</div> <div></div> </div>
15	Provided adequate project supervision	<div> <div>Unsatisfactory</div> <div>Exceptional</div> <div></div> </div>
16	Monitored quality of work by subcontractor and dealt with poor performance promptly by removing or replacing poor performers	<div> <div>Unsatisfactory</div> <div>Exceptional</div> <div></div> </div>
17	Paid subcontractors / suppliers in a timely manner	<div> <div>Unsatisfactory</div> <div>Exceptional</div> <div></div> </div>
18	Cooperated with Government personnel after contract award	<div> <div>Unsatisfactory</div> <div>Exceptional</div> <div></div> </div>

19	How would you rate the overall quality of this contractor's performance?	Poor	Fair	Good	Very Good	Excellent
20	How would you rate the overall satisfaction with the contractor's performance	Poor	Fair	Good	Very Good	Excellent

20	Was the contractor ever issued a cure or show cause notice under the referenced contract? If yes, please explain outcome in "comments"	Yes	No
21	Would you award another contract to this contractor? If not, please explain in "comments"	Yes	No

COMMENTS:

Attachment 5: RUF ACKNOWLEDGEMENT

US CENTCOM Rules for the Use of Force (RUF) Card & Acknowledgement.

USCENTCOM RULES FOR THE USE OF FORCE BY CONTRACTED SECURITY IN IRAQ

NOTHING IN THESE RULES LIMITS YOUR INHERENT RIGHT TO TAKE ACTION NECESSARY TO DEFEND YOURSELF

1. **CONTRACTORS:** Are noncombatants; you may not engage in offensive operations with Coalition Forces. You always retain your ability to exercise self-defense against hostile acts or demonstrated hostile intent.
2. **CONTRACTED SECURITY FORCES:** Cooperate with Coalition and Iraqi Police/Security Forces and comply with theater force protection policies. Do not avoid or run Coalition or Iraqi Police/Security Force checkpoints. If authorized to carry weapons, do not aim them at Coalition or Iraqi Police/Security Forces.
3. **USE OF DEADLY FORCE:** Deadly force is that force which one reasonably believes will cause death or serious bodily harm. You may use NECESSARY FORCE, up to and including deadly force, against persons in the following circumstances:
 - a. In self-defense,
 - b. In defense of facilities and persons as specified in your contract;
 - c. To prevent life threatening offenses against civilians
 - d. In defense of Coalition-approved property specified in your contract;
4. **GRADUATED FORCE:** You will use the reasonable amount of force necessary. The following are some techniques you can use if their use will not unnecessarily endanger you or others:
 - a. SHOUT: verbal warnings to HALT in native language.
(AWGAF TE-RA AR-MEE = STOP OR I'LL SHOOT)
(ERMY SE-LA-HACK = DROP YOUR WEAPON)
 - b. SHOW: your weapon and demonstrate intent to use it.
 - c. SHOOT: to remove the threat only where necessary

UNCLASSIFIED//FOUO 20 September 2005 (rev 4)

USCENTCOM RULES FOR THE USE OF FORCE BY CONTRACTED SECURITY IN IRAQ

NOTHING IN THESE RULES LIMITS YOUR INHERENT RIGHT TO TAKE ACTION NECESSARY TO DEFEND YOURSELF

5. **IF YOU MUST FIRE YOUR WEAPON:**
 - a. Fire only aimed shots.
 - b. Fire with due regard for the safety of innocent bystanders
 - c. Immediately report the incident and request assistance.
6. **CIVILIANS:** Treat Civilians with Dignity and Respect.
 - a. Make every effort to avoid civilian casualties.
 - b. You may stop, detain, search, and disarm civilian persons if required for your safety or if specified in your contract
 - c. Civilians will be treated humanely.
 - d. Detained civilians will be turned over to the Iraqi Police/Security or Coalition Forces as soon as possible
7. **WEAPONS POSSESSION AND USE:** Possession and use of weapons must be authorized by USCENTCOM and must be specified in your contract.
 - a. You must carry proof of weapons authorization
 - b. You will maintain a current weapons training record
 - c. You may possess and use only those weapons and ammunition for which you are qualified and approved.
 - d. You may not join Coalition Forces in combat operations
 - e. You must follow Coalition weapons condition rules for loading and clearing.

UNCLASSIFIED//FOUO 20 September 2005 (rev 4)

I understand the RUF, the difference between the RUF and the Rules of Engagement (ROE), and the Law of Armed Conflict (LOAC), and that the use of a firearm creates a potential for criminal and civil liability under US/Host-nation laws.

Signature: _____

Date: _____

Name: _____

ATTACHMENT 6

Attachment 6. Acknowledgement of Training, Responsibilities and Conditions for Authorization to Carry Weapons under Department of Defense Contract and Authorization from United States Central Command (US CENTCOM).

Date: _____

MEMORANDUM FOR PARC-F JCC I/A

FROM: _____

SUBJECT: Acknowledgements of Training, Responsibilities and Conditions for Authorization to Carry Weapons under Department of Defense Contract and Authorization from Multi-National Forces – Iraq

I hereby acknowledge by signing below that:

1. I have been trained on the differences between Rules of Engagement (ROE) and Rules for the US Central Command Rules for the Use of Force (RUF). In particular, I understand that ROE is ONLY for military use and that under no circumstances will I use ROE for use of force decisions. I further understand that RUF controls the use of force for civilians, such as myself, and that ROE controls the use of force for military members only. I further acknowledge that the use of a firearm creates a potential for criminal and civil liability under US/host nation laws.
2. I also acknowledge that I have been briefed on the RUF for the Iraq AOR and I have no questions on the RUF. I also understand that I may be provided revised RUF through the contracting office handling the contract that I am employed under.
3. I also understand requirements for the law of armed conflict to include the basic principle that I may not fire on persons who have surrendered or are out of combat (unable to fight) due to wounds or injuries as well as the duty to care for injured persons to the best of my ability, if the situation permits (safety permitting). I understand that I must comply the provisions of the Geneva Convention Relative to the Treatment of Prisoners of War, August 12, 1949 (see <http://www.unhchr.ch/html/menu3/b/91.htm>) I acknowledge that I have received a copy of the Geneva Convention Relative to the Treatment of Prisoners of War, August 12, 1949.
4. I also agree to comply with all applicable orders, directives, and instructions issued by the MNF-I and MNC-I Commander relating to force protection and safety. I will provide an initial report of all weapons firing incidents to MNC-I CHOPS and the Reconstruction Operations Center (ROC) as soon as practical based upon the situation and submit an emailed written report to MNC-I CHOPS and the ROC within 48 hours. The initial report will include the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. Reports submitted to MNC-I CHOPS can be sent using radio contact procedures for requesting assistance from US military units; reports to MNC-I CHOPS can also be sent to the following email: Centrix: MNCIC3CURRENTOPSOIC@centcom.mcfi.cmil.mil , SIPR: MNC-IC3CURRENTOPSOIC@iraq.centcom.smil.mil ; telephone reports can be communicated to MNC-I CHOPS at DSN: 822-1733 SVOIP 242-0331 ; information can also be reported using contact information provided to the contractor from MNC-I at the time of contract award or thereafter. Reports submitted to the ROC, Operations Section (or as otherwise directed) may be done using the following contact information: roc.ops@aegisiraq.com, DSN 318-239-4301, VOIP 703-544-1370, MCI 914-822-5302, IRAQNA 07902-7762300, Thuriya 8821621157354, IRAQNA 07901 934118 and IMMARSAT 870764061245. I will also provide first aid and request MEDEVAC of injured persons, and remain available for Coalition response forces based upon the situation. In the event I am detained by US or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by possession on my person information that includes the Contractor's name, the contract number, a POC in the Contractor's management and the phone number of the ROC.

5. I agree and understand that proof of authorization to be armed must be carried at all times and that I may possess only U.S. government issued and/or approved weapons and ammunition for which I have been authorized by Multi-National Corps, Multi-National Force Iraq (MNF-I) or US Central Command (US CENTCOM) and this contract and been qualified to use according to DoDI 3020.41, paragraph 6.3.5.3.4.
6. I further understand that authorization to possess weapons and ammunition may be revoked for non compliance with established RUF.
7. I agree to obey the requirements of US CENTCOM, MNF-I and MNC-I Commander orders, instructions and directives, including orders pertaining to arming of private security companies or DoD civilians, presently including US CENTCOM Message DTG 231600Z Dec 05: Subject: USCENTCOM Policy and Delegation of Authority for Personal Protection and Contract Security Service Arming of DoD Civilian Person[s] (hereinafter "US CENTCOM Delegation Message").
8. US CENTCOM Delegation Message provides:
 - a. A lapse in training required by this contract voids any existing arming approval for the individual whose training has lapsed. An employee whose training has lapsed shall not carry a weapon until training is accomplished and the contracting officer representative (COR) on this contract has been notified and determined that all required training has been completed.
 - b. US CENTCOM Delegation Message states, *inter alia*:

"4.A ... DoD contractor employees armed for contract security/PSC work have the inherent right to exercise self-defense in response to a hostile act or demonstrated hostile intent.

4.B ...DoD contractor personnel armed for ... contract security / PSC work are not combatants. Taking a direct part in hostilities (e.g., engaging in combat actions with coalition forces) or performing law enforcement activities is prohibited.

4.C Interaction with coalition and host nation forces: . [Contractor employees armed in relation to this contract shall cooperate] ... with Coalition and host nation police / security forces and comply with theater force protection policies. [Contractor employees armed in relation to this contract shall not] ...avoid or run Coalition or host nation police / security force checkpoints. [Contractor employees armed in relation to this contract shall not] ... aim [weapons] at coalition or host nation police / security forces. . . [Contractor employees armed in relation to this contract shall report] ... all incidents of weapons discharge / use to applicable DoD organization and host nation. [Contractor employees armed in relation to this contract shall report escalation of force incidents using current MNF-I and MNC-I escalation of force reporting instructions, at this time MNF-I FRAGO 05-231].

4.D. Use of Deadly Force: Deadly force is that force which one reasonably believes will cause death or serious bodily harm. Deadly force is to be used only when all lesser means have failed or cannot reasonably be employed.

....

4.D.2. For DoD ... contractor employees armed for contract security / PSC work, use of deadly force is permitted for individual self defense and in defense of others when there is a reasonable belief of imminent risk of death or serious bodily harm. Details will be provided regarding this authorization will be provided ... for DoD contractor employees within the terms and conditions to which the contractor is assigned. Notwithstanding and Iraqi regulation relating to PSC use of deadly force solely to protect property of any type, DoD contract security can be specifically authorized to protect designated mission essential and US national security equipment / property with force, including deadly force. Within Iraq, due to lack of immunity under CPA order 17, host nation PSC employers or subcontractors should not be placed into positions requiring deadly force defense of mission essential or US national security equipment / property.

4.E. Graduated Force: ... [Contractors or subcontractors armed in relation to this contract] will use the reasonable amount of force necessary under the circumstances. The following are some techniques ... [an employee armed under this contract] may use, if their use will not unnecessarily endanger [an employee armed under this contract] or others: SHOUT – verbal warnings to halt in native language; SHOW – ... [a] weapon and demonstrate intent to use it; and SHOOT (use deadly force) – to remove the threat only where authorized in para 4.D.

4.F. If ... [a contractor armed under this contract] must fire [their] ... weapon, fire only aimed shots with due regard for the safety of innocent bystanders and immediately report the incident and request assistance.

4.G. Local Civilians: Treat local civilians with dignity and respect. Make every effort to avoid civilian casualties. [A contractor armed under this contract] ... may stop, detain, search, and disarm local persons if required for self-defense only or as reflected in the terms of the relevant contract. All civilians will be treated humanely and any detained persons or property will be reported immediately and turned over to the host nation police / security or Coalition forces as soon as possible.

4.H. ... DoD contractor employees ... serving as contract security / PSC, shall not engage in combatant activities, combat-like operations, or offensive operations alone or in conjunction with US / Coalition or host nation forces ... [.] no person or force is declared hostile for purposes of the RUF. Actions taken in self-defense are not considered combatant activities, combat-like or offensive operations and remain available to respond to hostile acts or demonstrated hostile intent.

5. Weapons possession: ... DoD contractor employees ... serving as contract security/PSC, must:

5.A. While armed, carry proof of authorization to be armed. Absent specific authorization, persons are not permitted to carry weapons concealed.

5.B. Possess only those U.S. government issued or approved weapons and U.S. Government-issued or approved ammunition (see para 6) for which qualified and authorized.

5.C. Follow all applicable policies and regulations issued by DCDRUSCENTCOM or his designee, as well as applicable host-nation regulations and laws and (within Iraq) Coalition Provisional Authority Regulations concerning the possession and use of weapons.

5.D. Not consume any alcoholic beverage while armed or within eight hours before any scheduled arming.

6. Authorized Weapons and Ammunition:

....

6.B. For contract security / PSC arming, weapons and ammunition identified in the preceding paragraph are the standard approved weapons and ammunition [the preceding paragraph, para 6.A., lists the following weapons: "M9, M4, M16, or equivalent (e.g., .45 Cal, AK-47)"]. Other weapons may be authorized on a case-by-case basis by DCDRUSCENTCOM or designee. Notwithstanding host nation laws or regulations that would allow heavier weapons by contract security / PSC, all DoD security service / PSC contractors must have weapons approved by DCDRUSCENTCOM or designee before use.

6.C. ... DoD contractor employees in Iraq ... will not possess or use weapons or ammunition except those provided to them per this policy by the US government or a DoD contractor specifically authorized by DCDRUSCENTCOM or designee [to carry weapons and ammunition].

6.D. No weapons or ammunition will be procured [by the U.S. Government] in the [area of responsibility - Iraq] ... under this authorization except from US Government sources.

7. Vehicles used by armed DoD contract security / PSC ... in the course of their security duties shall not be painted or marked to resemble U.S. / Coalition military and host nation military and police / security force vehicles. CDRMNF-I... shall establish, consistent with current threat conditions, uniform standards for Iraq

11. This policy is effective immediately [23 December 2005] and shall be considered a lawful general order. Violation of this general order may subject an offender to administrative or disciplinary action under the UCMJ, civilian personnel regulations, contract terms or criminal prosecution under U.S. or host-nation law."

9. If I have any questions at all regarding RUF or ROE at any time, I will contact the contracting officer for this contract at _____ or any Staff Judge Advocate office.

I have been furnished a signed copy of this document.

Signature

QUALIFICATION TO POSSESS FIREARMS OR AMMUNITION**PRIVACY ACT STATEMENT**

AUTHORITY: 18 U.S.C. 922(g)(9); E.O. 9397.

PRINCIPAL PURPOSE(S): To obtain information to determine if you have been convicted of a crime of domestic violence which would disqualify you from shipping, transporting, possessing or receiving either Government-issued or private firearms or ammunition and to determine if reassignment, reclassification, detail or other administrative action is warranted. Your Social Security Number is solicited solely for purposes of verifying your identity.

ROUTINE USE(S): To the Department of Justice so that such information can be included in the National Instant Criminal Background Check System which may be used by firearm licensees (importers, manufacturers or dealers) to determine whether individuals are qualified to receive or possess firearms and ammunition.

DISCLOSURE: Mandatory for all personnel who are required to certify. Failure to provide the information may result in (1) (military only) the imposition of criminal or administrative penalties for failing to obey a lawful order, and (2) (civilian only) the imposition of administrative penalties, to include removal from Federal service. However, neither your answers nor information or evidence gained by reason of your answers can be used against you in any criminal prosecution for a violation of Title 18, United States Code, Section 922(g)(9), including (military only) prosecutions under the Uniform Code of Military Justice, based on a violation of Section 922(g)(9), for conduct which occurred prior to the completion of this form. The answers you furnish and any information resulting therefrom, however, may be used against you in a criminal or administrative proceedings if you knowingly and willfully provide false statements or information.

SECTION I - INSTRUCTIONS

An amendment to the Gun Control Act of 1968 (18 U.S.C. 922) makes it a felony for anyone who has been convicted of a misdemeanor crime of domestic violence to ship, transport, possess, or receive firearms or ammunition. It is also a felony for any person to sell or otherwise dispose of a firearm to any person so convicted.

The Department of Defense has, by policy, expanded the prohibitions contained in Title 18 Section 922(g)(9) to those military or civilian personnel who have felony convictions for crimes of domestic violence. Convictions of crimes of domestic violence do not include summary court-martial convictions, the imposition of nonjudicial punishment (Article 15, UCMJ), or deferred prosecutions (or similar alternative dispositions) in civilian courts. Furthermore, a person shall not be considered as having committed a "crime of domestic violence" for purposes of the firearms restriction of the Gun Control Act unless all of the following elements are present:

- (1) the person was convicted of a crime;
- (2) the offense has as its factual basis the use or attempted use of physical force, or threatened use of a deadly weapon;
- (3) the convicted offender was at the time of the offense:
 - (a) a current or former spouse, parent or guardian of the victim,
 - (b) a person with whom the victim shared a child in common,

- (c) a person who was cohabiting with or has cohabited with the victim as a spouse, parent, or guardian, or
- (d) a person who was similarly situated to a spouse, parent, or guardian of the victim;

(4) the convicted offender was represented by counsel, or knowingly and intelligently waived the right to counsel;

(5) if entitled to have the case tried by jury, the case was actually tried by jury or the person knowingly and intelligently waived the right to have the case tried by jury;

(6) the conviction has not been expunged or set aside, or the convicted offender has not been pardoned for the offense or had civil rights restored, unless the pardon, expungement, or restoration of civil rights provides that the person may not ship, transport, possess or receive firearms.

If you have ever received a domestic violence conviction: (1) you may not possess any firearm or ammunition; and (2) you must return any Government-issued firearm or ammunition to your commander or immediate supervisor; and (3) you must take steps to relinquish possession of any privately owned firearms or ammunition. Furthermore, any previously issued authorization to possess a firearm or ammunition is revoked.

If you have any questions, or you are uncertain if you have such a conviction, you may wish to contact a legal assistance attorney, if eligible, or a private attorney, at your own expense.

SECTION II - QUALIFICATION INQUIRY *(Complete and return to your commander or immediate supervisor within 10 days of receipt)***1. HAVE YOU EVER BEEN CONVICTED OF A CRIME OF DOMESTIC VIOLENCE AS DESCRIBED ABOVE:** *(Initial and date)*

YES	NO	I DON'T KNOW <i>(Provide explanation on reverse)</i>
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2. IF YOU ANSWERED "YES" TO THE FIRST QUESTION, PROVIDE THE FOLLOWING INFORMATION WITH RESPECT TO THE CONVICTION:

a. COURT/JURISDICTION	b. DOCKET/CASE NUMBER
c. STATUTE/CHARGE	d. DATE SENTENCED (YYYYMMDD)

3. CERTIFICATION. I hereby certify that, to the best of my information and belief, all of the information provided by me is true, correct, complete, and made in good faith. I understand that false or fraudulent information provided herein may be grounds for criminal and/or administrative proceedings, to include (if civilian) adverse action, up to and including removal, and (if military) disciplinary action under the Uniform Code of Military Justice. I further understand that I have a continuing obligation to inform my Commander or Supervisor should I be convicted of a crime of domestic violence in the future.

a. NAME <i>(Last, First, Middle Initial)</i>	b. RANK/GRADE	c. SOCIAL SECURITY NUMBER
d. ORGANIZATION	d. SIGNATURE	e. DATE SIGNED <i>(YYYYMMDD)</i>

COMBAT PISTOL QUALIFICATION COURSE SCORECARD

For use of this form, see FM 3-23.35; the proponent agency is TRADOC.

DATA REQUIRED BY PRIVACY ACT OF 1974

AUTHORITY: 10USC30129g/Executive order 9397.
PRINCIPAL PURPOSE: Records Individual's performance on Record Fire Range.
ROUTINE USES: Evaluation of individual's proficiency and basis for determination of award of proficiency badge. The SSN is used for positive identification purposes only.
DISCLOSURE: Voluntary. Individuals not providing information cannot be rated/scored on a mass basis.

NAME (Last, First, MI)				DATE
LANE NO.	ORDER	GROUP	UNIT	SSN

TABLE I

1 Magazine - 7 Rounds

TIME	TARGET	HITS
3 Seconds	1	
3 Seconds	2	
3 Seconds	3	
3 Seconds	4	
3 Seconds	5	
TOTAL		

TABLE II

1 Magazine - 1 Round
 8-second Delay for Magazine Change
 1 Magazine - 7 Rounds

TIME	TARGET	HITS
3 Seconds	1	
3 Seconds	2	
5 Seconds	3	
	4	
3 Seconds	5	
3 Seconds	6	
TOTAL		

TABLE III

1 Magazine - 7 Rounds

TIME	TARGET	HITS
3 Seconds	1	
3 Seconds	2	
3 Seconds	3	
5 Seconds	4	
	5	
TOTAL		

TABLE IV

1 Magazine - 5 Rounds

TIME	TARGET	HITS
2 Seconds	1	
2 Seconds	2	
4 Seconds	3	
	4	
TOTAL		

TABLE V

1 Magazine - 1 Round
 8-second Delay for Magazine Change
 1 Magazine - 7 Rounds
 Controlled Magazine Change 1 Magazine - 5 Rounds

TIME	TARGET	HITS
2 Seconds	1	
2 Seconds	2	
4 Seconds	3	
	4	
4 Seconds	5	
	6	
2 Seconds	7	
2 Seconds	8	
4 Seconds	9	
	10	
TOTAL		

TOTAL HITS

TOTAL SCORE

QUALIFICATION

Expert	260
Sharpshooter	210
Marksman	160
Night Fire	GO (5 HITS) NO-GO
NBC Fire	GO (7 HITS) NO-GO

Scorer's Signature	Date	Officer's Signature	Date
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REMARKS

NOTE: When the pistol is fired, firers are issued the number of rounds required to fire a specific table. The officer-in-charge of firing establishes procedures for loading and unloading.

RECORD FIRE SCORECARD

For use of this form see, FM 3-22.9; proponent agency is TRADOC

DATA REQUIRED BY PRIVACY ACT OF 1974

AUTHORITY:

10 USC 3012(g)/Executive Order 9397.

PRINCIPAL PURPOSE(S): Facilitates individual's transition to distant target and provides feedback.

ROUTINE USE(S): Evaluate individual proficiency; SSN is used for positive identification purpose only.

DISCLOSURE: Voluntary. Individuals not providing information cannot be rated/scored on mass basis.

1. NAME (LAST, FIRST, MIDDLE INITIAL)		2. SSN		3. GRADE		4. UNIT		5. ROSTER NO.	
---------------------------------------	--	--------	--	----------	--	---------	--	---------------	--

TABLE 1 - SUPPORTED FIGHTING POSITION											
RD	RANGE (M)	TIME (SEC)	HIT	MISS	NO FIRE	RD	RANGE (M)	TIME (SEC)	HIT	MISS	NO FIRE
1	50	3				11	100	8			
2	200	6				12	200				
3	100	4				13	150	10			
4	150	5				14	300				
5	300	8				15	100	9			
6	250	7				16	250				
7	50	3				17	200	6			
8	200	6				18	150	5			
9	150	5				19	50	6			
10	250	7				20	100				
TOTAL				TOTAL							

TABLE 2 - PRONE UNSUPPORTED POSITION											
RD	RANGE (M)	TIME (SEC)	HIT	MISS	NO FIRE	RD	RANGE (M)	TIME (SEC)	HIT	MISS	NO FIRE
1	100	5				11	150	8			
2	250	8				12	300	9			
3	150	6				13	100	10			
4	50	8				14	200				
5	200					15	150	12			
6	150	12				16	250				
7	200					17	100	8			
8	50	8				18	150				
9	150					19	200	9			
10	100	8				20	100				
TOTAL				TOTAL							

8. QUALIFICATION SCORES/RATINGS (Check One)			
<input type="checkbox"/> 36-40 EXPERT		<input type="checkbox"/> 30-35 SHARPSHOOTER	
<input type="checkbox"/> 23-29 MARKSMAN		<input type="checkbox"/> 22-BELOW UNQUALIFIED	
10. FIRER'S QUALIFICATION SCORE			

11. REMARKS	
TABLE 1 2 TOTAL	

12. NIGHT FIRE EXERCISE	
DATE	HIT MISS GO NO GO
13. NBC FIRE EXERCISE	
DATE	HIT MISS GO NO GO

14. CHECK WHICH AIMING DEVICE WAS USED	
<input type="checkbox"/> IRON SIGHT	<input type="checkbox"/> AN/PAS-13 (DAY)
<input type="checkbox"/> BACK UP IRON SIGHT	<input type="checkbox"/> AN/PAS-13 (NIGHT)
<input type="checkbox"/> MGS	

15. DATE SIGNED (YYYYMMDD)	
16. SCORER'S SIGNATURE	
17. DATE SIGNED (YYYYMMDD)	
18. OFFICER'S SIGNATURE	

**ARMING REQUIREMENTS AND PROCEDURES FOR PRIVATE SECURITY COMPANY (PSC)
AND PERSONAL SECURITY DETACHMENT (PSD) CONTRACTS IN IRAQ AND
AFGHANISTAN**

1.1. General. Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all existing and future laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including US CENTCOM, Multi-National Force Commander and Multi-National Corps Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

- (1) DODI 3020.41, *Contractor Personnel Authorized to Accompany the US Armed Forces*;
- (2) DFARS 252.225-7040, *Contractor Personnel Supporting a Force Deployed Outside the United States*;
- (3) CPA Order #17, *Registration Requirements for Private Security Companies*, dated 24 Jun 04;
- (4) US CENTCOM Policy Letter, *Personal Protection and Contract Security Service Arming*, dated 23 Dec 05; and
- (5) FRAGO XX.

1.2. Required Government Documentation. The unit requesting the contractor security shall provide a description of the following to the arming approval authority and to the contracting officer:

- (1) The specific location where the PSC will operate;
- (2) The persons and/or property that require protection;
- (3) The anticipated threat;
- (4) The required weapon types; and
- (5) The reason current security/police forces are inadequate.

1.3. Required Contractor Documentation. Contractors and their subcontractors at all tiers that require arming approval shall provide the following to the contracting officer representative (COR):

1.3.1. Documentation that each employee who will be armed under the contract received the following training—

- (A) Weapons Qualification/Familiarization. All employees must meet the qualification requirements set forth in Army Reg. XX;
- (B) Law of Armed Conflict (LOAC);
- (C) Rules for the Use of Force (RUF), as defined in the US CENTCOM Policy, dated 23 December 2005; and
- (D) Distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.

1.3.2. Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.

1.3.3. One (1) copy of a business license from the Iraqi Ministry of Trade;

1.3.4. One (1) copy of an operating license (or a temporary operating license) from the Ministry of Interior;

1.3.5. A communications plan that, at a minimum, sets forth the following:

- (A) The contractor's method of notifying military forces and requesting assistance where hostilities arise or combat action is needed;
- (B) How relevant threat information will be shared between contractor security personnel and U.S. military forces; and
- (C) How the contractor will coordinate transportation with appropriate military authorities.

1.3.6. An acceptable plan for accomplishing background checks on all contractor and subcontractor employees who will be armed under the contract. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan and which will be documented and furnished to the COR upon completion):

- (A) Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal Records, Country of Origin US Embassy Information Request, CIA records, and/or any other records available;
- (B) Verify with MNC-I Provost Marshal that no employee has been barred by any commander within Iraq; and
- (C) Certify, after completing all checks, that all persons armed under this contract are not prohibited under U.S. law from possessing a weapon or ammunition.

1.4. *Required Contractor Acknowledgements.* Contractors and their subcontractors at all tiers that require arming approval will provide written acknowledgement of the following to the COR:

1.4.1. *Penalties for Non-Compliance.* Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.

1.4.2. *Criminal and Civil Liability.* Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to U.S. and Host Nation prosecution and civil liability. "Host Nation" refers to the nation or nations where services under this contract are performed.

1.4.3. *Lapses in Training.* Failure to successfully retrain an employee who is armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon to the contractor and will remain unarmed until such time as they are retrained and the COR determines that the retraining is sufficient.

1.5. *Authorized Weapon & Ammunition Types.* Unless DCDRUSCENTCOM (or a designee) provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government-approved weapons and ammunition. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan:

- (1) The M9, M4, M16, or equivalent (e.g. .45 CAL. AK-47).
- (2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.
- (3) US government Ball ammunition is the standard approved ammunition.

1.6. *Requirements for Individual Weapons Possession.* All employees of the contractor and its subcontractors at all tiers who are armed under this contract must:

- 1.6.1. Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c);
 - 1.6.2. Carry weapons only when on duty or at a specific post;
 - 1.6.3. Not conceal any weapons, unless specifically authorized;
 - 1.6.4. Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer; and
 - 1.6.5. Not consume any alcoholic beverage while armed or within eight (8) hours of the next work period where they will be armed.
- 1.7. *Weapons/Equipment Restrictions and Responsibilities.* Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.
- 1.8. *Rules for the Use of Force (RUF).* In addition to the RUF and ROE training referenced in paragraph (c), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:
 - 1.8.1. Taking a direct part in hostilities or combat actions, other than to exercise self-defense;
 - 1.8.2. Failing to cooperate with Coalition and Host Nation forces;
 - 1.8.3. Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm;
 - 1.8.4. Failing to use a graduated force approach;
 - 1.8.5. Failing to treat the local civilians with humanity or respect; and
 - 1.8.6. Detaining local civilians, other than in self-defense or as reflected in the contract terms.
- 1.9. *Retention and Review of Records.* The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.
- 1.10. *Contractor Vehicles.* Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble US/Coalition or host nation military and police force vehicles.
- 1.11. *Quarterly Reporting.* The prime contractor will report quarterly (i.e. NLT 1 January, 1 April, 1 July and 1 October for each quarter of the calendar year) to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer, the following information under this contract:
 - 1.11.1. The total number of armed civilians and contractors;
 - 1.11.2. The names and contact information of its subcontractors at all tiers; and

A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: this information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (c)(5).

(End of Clause)